Town of Middleton

Board of Selectmen Meeting

February 25th, 2022

Call to order at 9:01am.

BOS Members present: Joseph Varga, Michael Boisvert, Lee Britton

Pledge recited.

Signature Action:

Approval of Minutes:

Selectman Boisvert motions to accept revised minutes as written from December 31st, 2021. Selectman Britton seconds. All in favor.

Selectman Britton makes a motion to accept the minutes as written from January 10th, 2022. Selectman Boisvert seconds. Selectman Varga abstains.

Public Comment:

Selectman Varga states there is no agenda since he is the only one that has stuff to say, there are some things that we will discuss towards the end to get things finalized. States no public comment will be heard. That is based on a lot of things. States he has taken a lot of flack, had someone say to him the other day that the distress between the public and the BOS started when he joined and started answering questions and providing the public with the way things happen in this board. States somehow that has somehow been twisted to we do things wrong. States he does state he does not know a lot since he refused to give generic BS answers to the public if I don't have facts or information, I am not going to give an answer that is going to be put on facebook and be written as gospel fact. So that's why I said I don't know and that's the way it goes for me and that's the way I will always do it. So with that I am going to move through somethings that the town has been having some issues with.

Old Business:

Trustee Reports- Selectman Varga states they are being filed. He has the 2019 report here, technically called the 2020 report. The state has approved it, that will be going into the minutes for the people to read. The next years report is being worked on, the state has to review every report before you can move onto the next one. They have people that are no longer working for them, the reviews are taking longer. I have spoken to Director Donovan, he is working with us to try to get things moved forward as fast as possible and right now we are on track to have all reports up to date by elections. There is still work to be done for the Trustees, there is some fund checks that are still sitting in our office that never got deposited this year, some things that need to happen. It is not going to lighten up for whoever is in that position the following year, its just what has to happen for the town to move forward. It was disappointing to see people resign when it became tough and they had to be the ones that had to do the job, but that is what happened and the town is moving forward doing the best of our ability right now and we will see where it goes in the future.

Audit- Selectman Varga states the 2019 Draft was available to us, currently Vachon is working on reviewing it for a final review and the final draft will be coming out shortly. They are working on getting to the 2020 audit and 2021 audit and hope to be caught up by the end of summer. States he had an email discussion with the auditor yesterday about this to get it done, because it needs to be done and they are just as anxious as we are to getting back on track.

ARPA- Selectman Varga states after multiple discussions with legal and some differing opinions this is the final list of employees that received ARPA funds at \$3,600. That will be available and there is multiple copies here since he knows it is an issue. Just a note that is \$3,600 before taxes, social security, and medicare was taken out.

Petition Warrant Articles- Selectman Varga states a question was about the petition warrant articles having to be posted by February 2nd, 2022. They did not need to be posted for public to view, they just had to be public documents at that point. There is also questions about how to remove your name from a petition article, legal says after that it has gone to the Board of Selectmen basically they feel you cannot. There is a whole letter from legal that will be posted with the minutes of this meeting for everyone to be able to review it.

Budget- Selectman Varga states everyone talks about the budget committees budget and no one really talks about the Board of Selectmen budget. For 2022 the Board of Selectmen cut the budget by \$4,618 in the 2021 budget that was going to the taxpayers. That was after the BOS had cut the remainder of the budget by approximately \$46,000 from the 2021 budget to put the CRF Articles that would normally come out of taxpayer money back into the budget. For 2021 those all came out of unassigned funds. Basically, the Board of Selectmen cut \$50,000 from the town before it even went to the budget committee. Unassigned funds I can tell that there is some misunderstanding by the conversations at the last meeting about unassigned funds so I want to clarify it a bit. The unassigned fund balance was \$1,429,000 prior to the December 7th meeting last year for setting the tax rate. During that meeting the Selectmen voted to use \$197,718 in the unassigned funds to buy down the tax rate. That left \$1,181,826.00 in the unassigned fund balance. The comments that were made about getting unassigned fund balance low is about the percentage the state recommends towns to maintain their unassigned fund balance at. Even if we were to vote all the current warrant articles that are in for 2022 of \$397,000. The unassigned fund balance is still at \$784,826.00, its not a horrible number, its debatable on if its good or not, and that's before any funds that were left over from 2021 are put back into the fund balance.

Sale of Town property- Discussion between the Board members of litigation happening over the sale of Pond Road, Map 22 Lot 3 Sub 2. Discussed \$5,000.00 buyout to resident bringing litigation to the town over the sale. Roxanne Tufts-Keegan speaks out stating the property was sold for \$3,865.38, something like that, I can tell you because I am the person who purchased the property along with the pain and additional attorney fees because of this situation. Selectman Britton makes a motion to pay \$5,000 and officially end this. Selectman Boisvert seconds. All in favor.

Planning Board- Selectman Varga states he was recently informed that we may have a problem with our planning board. States it appears that the RSA 673 states that the Selectmen will appoint all members of the planning board, he knows there are some that came on this past year that the Selectmen did not appoint. States he has discussed this with the planning board chair and she is looking into it. States he has no other information at this point, other than the initial this is what is brought to us, we are looking into it. He knows there are ex-official officers from the Sunrise Lake Village District and he doesn't know how other people all the way back were appointed. States he does not know how this affects anything, the problem is if it is an actual problem, it could affect anything that the planning board has made decisions on in the past. That's the big problem, if this ends up being an actual issue that has to get resolved anything the planning board did in the past could be brought to ahead that they didn't do it justly. That is what we are trying to find out. Do not have all the facts on this, just being the end of my term and leaving I'm the only one with real knowledge of this, of what happened. States he wants the public aware that this is getting looked into in the background so that we can figure out where to move forward.

Selectman Boisvert makes a motion to go into RSA 91-A:3 II (a). Selectman Britton seconds. All in favor.

Entered non-public at 9:16am.

Non-public:

Present during non-public- Selectman Varga, Selectman Boisvert, Selectman Britton, Sierra Pawnell, Kara Boisvert, Janelle Guarino, Chief Cooper, Chief Watkins, Roxanne Tufts-Keegan.

Selectman Varga states he knows a lot of you think this is about something different than what I am going to say right now. States changes are coming, I am moving off the board, we don't know who is going to be left on this board when I go. Some are finding it more difficult than others, but the employees of the town are the team that actually makes this town move and what this town needs to maintain itself moving forward. States he knows not everyone has experience in each department, but if the department heads work together and give their thoughts about other departments and move forward. Highway department, I wish Dan was here because we would really like to know how many mailboxes, they hit every snow storm, because trust me it all comes back to us. Everybody in this town, that works for this town, has knowledge that can help somebody else. The three main department heads, Chief Cooper is the one that has been on the longest as 2 ½ years, that's it. There is very little background, it is time to forget what was happening in the past. It's time to forget the fights between the highway department and the fire department or the police department and the fire department and all of that. It is time for all the employees to get together to help the town and move forward. That is all I wanted to say to you guys, I wanted to do it as a board without people yelling and screaming at us and before lieft. Because you are going to make this town what this town is going to be. Not the Board of Selectmen, not the budget committee, its going to be you guys working together helping each other out and moving forward. With that I have enjoyed my time with you guys, its been rough at times, I don't see eye to eye with everybody, but I wish you all the best of luck moving on as I leave this position. Department heads thank Selectman Varga for his time. Selectman Britton states he would like to thank you.

Selectman Britton makes a motion to go back into public. Selectman Boisvert seconds. All in favor.

Entered public comment at 9:23am.

Selectman Varga states the non public minutes will be available in the minutes for this meeting.

Employee Agreements- Selectman Varga states there is no good time to have this done. There is someone always on there way out or someone on there way in. The difficult choice is to get them done. If we want this town to progress at some point someone has to step up to get this done and do it. States that is what he is there to do, the agreements that we have has the ability for the town to hold people accountable and do the right thing. It allows us to move as a group to the future. They have all been reviewed by legal department and they helped us with the drafting of them, we did do some changes from the last set of drafts, nothing that was overly major.

Fire/EMS pay scale- Selectman Varga states last meeting I came up with the new pay scale and then found out that the Fire department had one already. States he obtained the old pay scale and reviewed it, it is not far off of what I have come up with. Some things are adjusted, somethings stayed the same. States he started working on this long before the new Fire Chief was hired, now I am giving it to the other Selectmen to review. At this point because of my personal issues and because of the new Fire Chief I am going to recuse myself from any further discussion or voting on this pay scale. Selectman Boisvert asks Chief Watkins if he has had a chance to review the new pay scale. Chief Watkins responds he has not. Selectman Boisvert asks Chief Watkins if he would like to see if before they make a decision on it. Chief Watkins states only if you have the current pay scale as well because he has been unable to obtain the current pay scale. Selectman Boisvert states the amounts in it are higher than the other pay scale, asking if he wants to glance at them. Chief Watkins reviews pay scale. Chief Watkins asks you are basically doing this to make this an official document. Selectman Boisvert states yes so that it has to be followed. Chief

Watkins states he did make a comment that he didn't see the pay scale, states he has seen a spread sheet, but not an official document that the fire department has. Selectman Boisvert asks Chief Watkins if it is in line with what it should be and is fair. Chief Watkins responds compared to what they have shown him on the spread sheet and this would be considered a live document that can be adjusted with a board member as need be, yes. Discussion between Selectman Boisvert, Selectman Britton and Chief Watkins is had.

Selectman Boisvert makes a motion to accept the Fire/EMS pay scale. Selectman Britton seconds. All in favor. Selectman Varga recuses himself.

Selectman Britton makes a motion to accept the employee agreements. Selectman Boisvert seconds. All in favor.

Selectman Varga states signed employee agreements will be with the minutes of the meeting. States the employees do not have to sign them and have a right to.

Selectman Britton makes a motion to adjourn. Selectman Boisvert seconds. All in favor.

Meeting adjourned at 9:32am.

Respectfully Submitted: Kara Boisvert, Administrative Assistant Deputy



2020 MS-9

Middleton

For reporting year Jan 1, 2019 through Dec 31, 2019.

Trustees

Name	Position	Term Expires 3/9/2021	
Janet Hotchkiss	Bookkeeper		
Bonnie Gagnon	Trustee	3/12/2019	
Tracy Donovan-Laviolette	Trustee	3/10/2020	

Ledger Summary

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Number of Fund Records	25
Ledger End of Year Balance	\$539,909.80
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This ledger was reviewed for accuracy and submitted electronically under penalty of perjury on February 22, 2022 by CORY MATTOCKS on behalf of the Trustees of Trust Funds of Middleton.



2020 **MS-9**

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Type: Trust	THE STATE OF THE S	Purpose: Ceme	etery Perpetual Care		How Invested: Co	mmon Investm	ent
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estiliaisempanajanesempe aithna tyenskamae	\$368.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$368.55
Income	BOY Balance	Income	Expended				EOY Balance
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Type: Capital 34/35)	Reserve (RSA	Purpose: Capit	al Reserve (Other)	TECHNOLOGY PROCESS AND	How Invested: Sir Fund)	ngle Investment	(Non-Common
Principal	BOY Balance	New Funds	Unrealized Gains	Realized Gains	Cash Cap Gains	Withdrawals	EOY Fair Value
	\$80,409.83	\$0.00	\$0.00	\$0.00	\$0.00	\$75,000.00	\$5,409.83
Income	BOY Balance	Income	Expended	lini, wie delen seroo a je dowie dani i natazani, no atomani an	SCIENTIA PROGRAMA SENSO ELLENTE O CAMPAGO MONTO ALPANA EL ENCONTRA PARA	altinoti i toko viti. E tarizitazio pio a garigio e praciga, aso v	EOY Balance
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	\$1,279.73	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Principal	BOY Balance	New Funds	Unrealized Gains	Realized Gains	Cash Cap Gains	Withdrawals	EOY Fair Value
	£44.070.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$6,375.00	\$18,603.83
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2020 MS-9

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34/35)	Reserve (RSA I	Purpose: Police	/Fire		How Invested: Sir Fund)	ngle Investment		
Principal	BOY Balance	New Funds	Unrealized Gains	Realized Gains	Cash Cap Gains	Withdrawals	EOY Fair Value	
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Income	BOY Balance	Income	Expended	A STEEL STEE	The Control of the Co	TANKAR A TETTING PROPERTY SECTION AND A SECTION ASSECTION ASSECTION ASSECTION ASSECTION ASSECTION ASSECTION ASSECTION ASSECTION ASSECTION ASSE	EOY Balance	
MAINTAIN THEORY HOUSE STONE TO THE TANKE THE PARTY OF THE	\$186.76	\$273.10	\$0.00	DESIGNATION OF STEELING THE VEHICLE SERVICE SERVICE SERVICE AND SERVICE SERVIC	Wavegrum's 1. 1 minutes and a second		\$459.86	
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Highway Buildi	na	THE MIT HER AREA STREET, AND	te Of Creation /1989			Fun	d EOY Balance	
ype: Capital I	A LE MANAGE POR THE PARTIES OF THE EAST OF THE PARTIES AND ADDRESS OF THE P	er Francisco de la Companya del companya del companya de la compan	Reserve (Other)	omenden i redin premier ne ne de Mildaden i zerzien he dat Mildaden i zerzien.	How Invested: Sin	iale Investment	\$13,976.65 (Non-Common	
34/35) Principal	BOY Balance	New Funds		entermole description and anticome state of the comment of the com	-und)	OF THE SOUTH OF THE STREET	(14011-001111110[1	
.	\$3,908.50		Unrealized Gains	Realized Gains	Cash Cap Gains	Withdrawals	EOY Fair Value	
Income	the most deviations and exception as the State of State of the second	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,908.50	
MICOINE	BOY Balance	Income	Expended			Halls Hall and park is a	EOY Balance	
	\$0.00	\$68.15	\$0.00				\$68.15	



2020 MS-9

Fund Name	DANIES CAN INCIDENT	D	ate Of Creation	Fund EOY Balanc				
Highway Depa	rtment Vehicle	1.	/1/2009	\$15,456				
Type: Capital 34/35)	Reserve (RSA I	Purpose: Capit	al Reserve (Other)		How Invested: Sir Fund)	ngle Investment	(Non-Common	
Principal	BOY Balance	New Funds	Unrealized Gains	Realized Gains	Cash Cap Gains	Withdrawals	EOY Fair Value	
	\$10,281.29	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,281.29	
Income	BOY Balance	Income	Expended				EOY Balance	
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	\$693.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$693.31	
Income	BOY Balance	Income	Expended		arran zun sellen eine Anton Mannet im ein selche Bestellen estliche Anton Anders zu der Anton Anders zu der An	STRANGE STEEL STRANGE STRANGE STRANGE STRANGE STRANGE	EOY Balance	
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Principal	BOY Balance	New Funds	Unrealized Gains	Realized Gains	Cash Cap Gains	Withdrawals	EOY Fair Value	
	\$15,123.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,123.36	
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Principal	BOY Balance	New Funds	Unrealized Gains	Realized Gains	Cash Cap Gains	Withdrawals	EOY Fair Value	
	\$71,528.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$71,528.04	
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Principal	BOY Balance	New Funds	Unrealized Gains	Realized Gains	Cash Cap Gains	Withdrawals	EOY Fair Value	
	\$152,947.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$152,947.45	
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	al Reserve (RSA				How Invested: Si	nale Investmen	\$25,556.7	
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und Name	NITERODO P PORTERIADO ANTROCESTA LOS PERMIENTESSAS ANTROCESTAS EN PARES		ate Of Creation	*** THE WARF CO. IN CO. AS TO LESS SECTIONS AND THE SPECIAL ARRESTS ARRESTS AND THE SPECIAL ARRESTS AN	ON THE STREET WAS STOP THE WORLD BENEVIATED. THE STREET WHEN WHEN WE STREET		CONTRACT OF THE STATE OF T	
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nicome	BOY Balance	Income	Expended	The state of the s	A STANDERS AND THE THE THE STANDERS AND THE STANDERS AND THE PARTY STANDERS AND THE STANDERS AND THE STANDERS	COMMENTAL CONTRACTOR STATE OF A 1-A-1-T-MATERIAL CONTRACTOR AND	EOY Balance	
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ype: Trust	the section of the se	manufacturing and the religion of the property	/1974		The state of the s	AT THE PERSON OF	\$450.35	
Principal	BOY Balance	New Funds	ery Perpetual Care		low Invested: Con	nmon Investmer	nt	
	\$434.01		Unrealized Gains	Realized Gains	Cash Cap Gains	Withdrawals	EOY Fair Value	
Income	BOY Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$434.01	
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	\$6.63	\$9.71	\$0.00					



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Fund Name	en a en		Date Of Creation	Fund EOY Balance				
BUT AND DESCRIPTION OF SECURITIES AND SECURITIES.	ool Technology	VALUE STATE & WINDSHIPS THE SELECT ON ADDRESS.	/1/2015	\$56,85				
Type: Capital 34/35)	Reserve (RSA	Purpose: Capit	al Reserve (Other)	The state of the s	How Invested: Si Fund)	ngle Investmen	t (Non-Common	
Principal	BOY Balance	New Funds	Unrealized Gains	Realized Gains	Cash Cap Gains	Withdrawals	EOY Fair Value	
	\$55,246.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,246.00	
Income	BOY Balance	Income	Expended	A THE DISCUSSION FOR A STATE THAT STOKES WE WANTED	in the carrier of the selection from start start start and accompany	PRINCESS AND THE PERSON OF A VIOLENCE OF A VIOLENCE OF THE O	EOY Balance	
odinetta augus sekos sei erisakse, universes	\$652.23	\$953.78	\$0.00	Programme Total Anna Control Programme Anna Anna Control		naki toka a manaki walaya wata si ma ingi kanakawa na	\$1,606.01	
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Principal	BOY Balance	New Funds	Unrealized Gains	Realized Gains	Cash Cap Gains	Withdrawals	EOY Fair Value	
	\$718.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$718.48	
Income	BOY Balance	Income	Expended	randig representation and the second	n oorkinnin teotriningi min bornish tebristii aliitatii eelekken te		EOY Balance	
energyanya negatira yenya terantanya we-4-kwa	\$4.50	\$6.57	\$0.00	PUSP MINER CONTROL CON	TILLOCK PROMANUE TO ONE SHARMS METHODOLOGY CONVOINANCE.	isana isani tetap ara menahi metaka mutaan ka	\$11.07	
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Principal	BOY Balance	New Funds	Unrealized Gains	Realized Gains	Cash Cap Gains	Withdrawals	EOY Fair Value	
	\$12,130.31	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,130.31	
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	\$45.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.63	
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Principal	BOY Balance	New Funds	Unrealized Gains	Realized Gains	Cash Cap Gains	Withdrawals	EOY Fair Value	
	\$3,832.61	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,832.61	
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MITCHELL MUNICIPAL GROUP, P.A.

ATTORNEYS AT LAW
25 BEACON STREET EAST
LACONIA, NEW HAMPSHIRE 03246
www.mitchellmunicipalgroup.com

WALTER L. MITCHELL LAURA A. SPECTOR-MORGAN NAOMI N. BUTTERFIELD JOSEPH H. DRISCOLL, IV

TELEPHONE (603) 524-3885

February 17, 2022

Board of Selectmen Town of Middleton 182 Kings Highway Middleton, NH 03887

Re:

Request to Remove Names from Petitioned Warrant Article

Dear Selectmen:

I understand that some signatories of a petitioned warrant article wish to remove their names from the petitioned article. Although there is no statute or case directly addressing this issue, I do not believe that would be legal at this point in time. Let me explain:

Petitioned warrant articles must be filed with the town by the fifth Tuesday before the meeting. This year, that date was February 1, 2022. If a petitioned article is submitted prior to that date, and a signatory wishes to remove his/her name prior to that date, I believe that would be acceptable. However, after that date, I do not believe a signatory may remove his/her name. This would be consistent with RSA 669:22, which provides that a candidate may not withdraw his/her candidacy after the deadline to file for office. Likewise, here, I believe a court would hold that a signatory to a petitioned warrant article may not withdraw his/her signature after the deadline to submit the petitioned article has passed.

Please let me know if I can be of additional assistance. Thank you.

Sincerely,

Laura Spector-Morgan

laura@mitchellmunigroup.com

Dan Phillips
Jim Keegan
Rob Page
Janelle Guarino
Theresa Jones
Sierra Pawnell
Kara Boisvert
Lester Kimball
Sandra Bruedle
Greg Cooper
Michael Laviolette
Bryan Francis
Walter Givara
James Saltzman
Jonathan Swift
Emelia Langford
Andrea Bowden
Scott Bowden
Jeff Eldridge
Michael Green
Griffin Parks
Kenneth Owen

EMPLOYMENT AGREEMENT

This Agreement is made and entered into, this 25th day of February, 2022, by and between the Town of Middleton, a municipal corporation, with an address of <u>182 Kings Highway Middleton, NH 03887</u> (hereinafter called "Town") and Jonathan Swift, of Barnstead, NH (hereinafter called "Employee") an individual who possesses the necessary education, training and experience in local government to perform the duties of his office, both of whom agree as follows:

WHERAS The Town wishes to continue and extend the full-time employment of Employee as Police Sergeant, to exercise all of the duties and responsibilities provided in the job description attached hereto as Exhibit A and incorporated herein.

WHERAS The Town and Employee wish to memorialize their Agreement relative to employment, benefits and responsibilities.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Term

- A. The term of this Agreement shall be <u>three</u> (3) years, beginning 25 February 2002, and terminating on <u>25 February</u>, 2025, unless renewed for an additional period as agreed by the parties or unless terminated sooner as set for the in paragraph <u>4</u> below. In the event that the Employee is terminated, the Employee shall be entitled to compensation as set forth in paragraph <u>2</u>.
- B. The Town shall notify Employee in writing as to whether or not it wants to renew the Agreement within 90 days of expiration.
- C. In the event the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of this Agreement unless Employee voluntarily resigns.

2. Compensation and review

- A. Employee shall be employed as a full-time non-exempt employee for the Agreement term. Town agrees to pay Employee a base annual salary of \$64,084.80 which shall be subject to cost of living and merit increases annually as determined by the Town.
- B. Each year of the agreement, the Employee will receive a performance evaluation to be used as the basis for merit increases or incentive pay (bonuses) based on achievement of goals identified and agreed upon by the parties each year. The performance evaluation shall be completed at the end of each (calendar/fiscal) year.

C. The Board of Selectmen may award the Employee other merit increases in the form of one-time bonuses or increases to the base salary at its sole discretion.

3. Benefits and leave

- A. Employee shall be entitled to the same medical, disability, life, and dental benefits which are provided to all other Town employees as set forth in the Town's personnel policies.
- B. Employee shall participate in the New Hampshire State Retirement System ("NHRS") with employer contributions as defined and governed by State Statutes and NHRS rules.
- C. Employee shall be entitled to paid holiday, vacation and sick leave as set forth in the Town Personnel Policies. All leave balances accrued by the Employee according to Town policy prior to execution of this Agreement shall be retained by the Employee.
- D. Continued Education/Training: Employee shall be entitled to attend continuing education courses or training within areas relevant to their position as approved by the Department head and subject to availability of funds.

4. Termination

- A. Employee may be terminated for cause prior to the end of the term upon a finding that the employee violated the code of conduct or engaged in conduct prohibited by the Town as defined by Town personnel policies and consistent with Town practice. Upon termination for cause the no benefits set forth in paragraph C shall be payable by Town to Employee.
- B. Employee may terminate this contact for any reason upon reasonable notice. The parties agree that, unless circumstances make such notice impossible, Employee will provide a two week notice of his/her intent to leave. If Employee leaves the position voluntarily, the Town will not be obligated to pay severance as set forth in paragraph C below.
- C. If Town terminates Employee's employment prior to the end of the Agreement term for any reason other than cause, Town agrees to the following separation pay: a lump sum payment equal to six (6) months of Employees base salary at the time of termination (subject to all required withholdings) and, at Employee's election, coverage by Town of the full cost of continued coverage under COBRA at the same level of coverage in effect at the time of termination.
- D. Upon separation, Employee shall receive accrued but unused leave consistent with Town Personnel Policies in effect at the time of separation.
- 5. <u>Indemnification</u>: Consistent with the terms of its coverage through Primex, the Town shall defend, save harmless and indemnify the Employee against any claims or demands or other legal action, whether groundless or otherwise, arising out of the performance of his official duties.

6. General Provisions

- A. <u>Integration</u>: This Agreement sets forth and establishes the entire understanding between the Town and the Employee relating to the employment of Employee by the Town. This Agreement shall be construed as a New Hampshire Agreement and may only be amended in writing, signed by both parties.
- B. <u>Severability</u>: In the event that any covenant, condition, term or restriction contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, in whole or in part, then the remainder of this Agreement shall remain valid and enforceable.
- C. Governing Law: This contact shall be governed by the laws of the State of New Hampshire.

WHEREFORE, This Agreement, upon signature of the parties is effective on the date first entered above.

Town of Middleton Board of Selectmen

, Joseph Varga Chair Board of Selectmen

Michael Boisvert Board of Selectmen

Lee Britton Board of Selectmen

Employee

Employee

DUTIES AND RESPONSIBILITIES OF SERGEANT:

General. Employee shall assist the department head, the Chief of the Police Department and have the authority to direct and control all employees of the Police Department and Animal Control Department in their normal course of duty and shall assist in the efficient and economical use of all Police Department equipment. Employee shall report directly to the Chief of Police and shall exercise all lawful powers of his office as Sergeant. In the absence of the Chief of Police the Sergeant shall act as his designee and assist the Chief in issuing lawful orders as are necessary to assure the effective performance of the Middleton Police Department.

Law Enforcement. Employee shall be responsible for the equal and fair enforcement of all laws coming within the legal jurisdiction of the Town of Middleton.

Staffing. Employee shall assist the Chief in planning, directing, coordinating, and staffing all activities of the Police Department and Animal Control Department. Employee shall assist in assigning, detailing, or transferring any member of the Police Department and Animal Control Department to or from any assignment. Employee shall assist in providing for investigations into all cases of alleged or apparent misconduct by Police Department members or employees.

Rules and Regulations. Employee shall assist the Chief in implementing and enforcing all rules, policies, and procedures, general and special orders within the Police Department.

Reports. Employee shall be responsible for the completion and forwarding of such reports as may be required by the proper authority.

Public Relations. Employee shall be responsible for public relations with local citizens, local government and other related or law enforcement agencies.

Police Department Facility and Equipment. Employee shall assist the Chief in being responsible for the Police Department facility, property and equipment used by the Police Department. Employee shall not be permitted to make any structural changes to the Police Department facility without prior consent of the Board of Selectmen. Employee shall be responsible for the efficient and economical use of all equipment and shall maintain an inventory and maintenance record system of same.

Training. Employee shall assist the Chief in the training of all members of the Police Department. Employee shall ensure that all members have available a copy of the Rules and Regulations for the Police Department.

Department Organization. Employee shall assist the Chief in maintaining a professional organizational structure for the Police Department.

EMPLOYMENT AGREEMENT

This Agreement is made and entered into, this 25th day of February, 2022, by and between the Town of Middleton, a municipal corporation, with an address of <u>182 Kings Highway Middleton, NH 03887</u> (hereinafter called "Town") and Greg Cooper of Wolfeboro, NH (hereinafter called "Employee") an individual who possesses the necessary education, training and experience in local government to perform the duties of his office, both of whom agree as follows:

WHERAS The Town wishes to continue and extend the full-time employment of Employee as Chief of Police, to exercise all of the duties and responsibilities provided in the job description attached hereto as Exhibit A and incorporated herein.

WHERAS The Town and Employee wish to memorialize their Agreement relative to employment, benefits and responsibilities.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Term

- A. The term of this Agreement shall be <u>three</u> (3) years, beginning 25 February 2002, and terminating on <u>25 February</u>, 2025, unless renewed for an additional period as agreed by the parties or unless terminated sooner as set for the in paragraph <u>4</u> below. In the event that the Employee is terminated, the Employee shall be entitled to compensation as set forth in paragraph <u>2</u>.
- B. The Town shall notify Employee in writing as to whether or not it wants to renew the Agreement within 90 days of expiration.
- C. In the event the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of this Agreement unless Employee voluntarily resigns.

2. Compensation and review

- A. Employee shall be employed as a full-time exempt employee for the Agreement term. Town agrees to pay Employee a base annual salary of \$75,275.20 which shall be subject to cost of living and merit increases annually as determined by the Town.
- B. Each year of the agreement, the Employee will receive a performance evaluation to be used as the basis for merit increases or incentive pay (bonuses) based on achievement of goals identified and agreed upon by the parties each year. The performance evaluation shall be completed at the end of each (calendar/fiscal) year.

C. The Board of Selectmen may award the Employee other merit increases in the form of one-time bonuses or increases to the base salary at its sole discretion.

3. Benefits and leave

- A. Employee shall be entitled to the same medical, disability, life, and dental benefits which are provided to all other Town employees as set forth in the Town's personnel policies.
- B. Employee shall participate in the New Hampshire State Retirement System ("NHRS") with employer contributions as defined and governed by State Statutes and NHRS rules.
- C. Employee shall be entitled to paid holiday, vacation and sick leave as set forth in the Town Personnel Policies. All leave balances accrued by the Employee according to Town policy prior to execution of this Agreement shall be retained by the Employee.
- D. Continued Education/Training: Employee shall be entitled to attend continuing education courses or training within areas relevant to their position as approved by the Department head and subject to availability of funds.
- E. Uniform Allowance. Employee shall be provided with a uniform allowance of no less than \$250 per year.
- F. Automobile. The Town shall provide a vehicle for use by the Employee, suitable for use in the performance of his duties, operating and maintenance expenses and insurance shall be paid by the Employer. Said vehicle is to be used by the Employee in the performance of his duties, for official Town business, for his professional growth and development and any other occasions. Recognizing that the Chief of Police is "On call" at all times, it is understood that the automobile may also be used for personal business.

4. Termination

- A. Employee may be terminated for cause prior to the end of the term upon a finding that the employee violated the code of conduct or engaged in conduct prohibited by the Town as defined by Town personnel policies and consistent with Town practice. Upon termination for cause the no benefits set forth in paragraph C shall be payable by Town to Employee.
- B. Employee may terminate this contact for any reason upon reasonable notice. The parties agree that, unless circumstances make such notice impossible, Employee will provide a two week notice of his/her intent to leave. If Employee leaves the position voluntarily, the Town will not be obligated to pay severance as set forth in paragraph C below.
- C. If Town terminates Employee's employment prior to the end of the Agreement term for any reason other than cause, Town agrees to the following separation pay: a lump sum payment equal to six (6) months of Employees base salary at the time of termination (subject to all required withholdings) and, at Employee's election, coverage by Town of

the full cost of continued coverage under COBRA at the same level of coverage in effect at the time of termination.

- D. Upon separation, Employee shall receive accrued but unused leave consistent with Town Personnel Policies in effect at the time of separation.
- **5.** <u>Indemnification</u>: Consistent with the terms of its coverage through Primex, the Town shall defend, save harmless and indemnify the Employee against any claims or demands or other legal action, whether groundless or otherwise, arising out of the performance of his official duties.

6. General Provisions

- A. <u>Integration</u>: This Agreement sets forth and establishes the entire understanding between the Town and the Employee relating to the employment of Employee by the Town. This Agreement shall be construed as a New Hampshire Agreement and may only be amended in writing, signed by both parties.
- B. <u>Severability</u>: In the event that any covenant, condition, term or restriction contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, in whole or in part, then the remainder of this Agreement shall remain valid and enforceable.
- C. Governing Law: This contact shall be governed by the laws of the State of New Hampshire.

WHEREFORE, This Agreement, upon signature of the parties is effective on the date first entered above.

Town of Middleton Board of Selectmen

Joseph Varga Chair Board of Selectmen

Michael Boisvert Board of Selectmen

Lee Britton Board of Selectmen

Employee

Employee

Exhibit A

DUTIES AND RESPONSIBILITIES:

General. Employee shall be the department head of the Police Department and have the authority to direct and control all employees of the Police Department and Animal Control Department in their normal course of duty and shall be responsible for the efficient and economical use of all Police Department equipment. Employee shall be responsible for disciplining all employees of the Police Department and Animal Control Department, subject to grievance and appeal rights, if any, to the Board of Selectmen. Employee shall report directly to the Board of Selectmen, shall exercise all lawful powers of his office as Chief of Police, and shall issue such lawful orders as are necessary to assure the effective performance of the Middleton Police Department.

Law Enforcement. Employee shall be responsible for the equal and fair enforcement of all laws coming within the legal jurisdiction of the Town of Middleton.

Staffing. Employee shall be responsible for planning, directing, coordinating, and staffing all activities of the Police Department and Animal Control Department. Employee shall be responsible for assigning, detailing, or transferring any member of the Police Department and Animal Control Department to or from any assignment. Employee shall designate a police officer to serve as officer in charge in his absence and shall provide for investigations into all cases of alleged or apparent misconduct by Police Department members or employees.

Rules and Regulations. Employee shall be responsible for implementing and enforcing all rules, policies, and procedures, general and special orders within the Police Department.

Reports. Employee shall be responsible for the completion and forwarding of such reports as may be required by the proper authority.

Public Relations. Employee shall be responsible for public relations with local citizens, local government and other related or law enforcement agencies.

Police Department Facility and Equipment. Employee shall be responsible for the Police Department facility, property and equipment used by the Police Department. Employee shall not be permitted to make any structural changes to the Police Department facility without prior consent of the Board of Selectmen. Employee shall be responsible for the efficient and economical use of all equipment and shall maintain an inventory and maintenance record system of same.

Training. Employee shall be responsible for the training of all members of the Police Department. Employee shall ensure that all members have available a copy of the Rules and Regulations for the Police Department.

Department Organization. Employee shall be responsible for maintaining a professional organizational structure for the Police Department.

EMPLOYMENT AGREEMENT

This Agreement is made and entered into, this 25th day of February, 2022, by and between the Town of Middleton, a municipal corporation, with an address of <u>182 Kings Highway Middleton, NH 03887</u> (hereinafter called "Town") and Hunter Roy, of Rochester, NH (hereinafter called "Employee") an individual who possesses the necessary education, training and experience in local government to perform the duties of his office, both of whom agree as follows:

WHERAS The Town wishes to continue and extend the full-time employment of Employee as Police Officer, to exercise all of the duties and responsibilities provided in the job description attached hereto as Exhibit A and incorporated herein.

WHERAS The Town and Employee wish to memorialize their Agreement relative to employment, benefits and responsibilities.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Term

- A. The term of this Agreement shall be <u>three</u> (3) years, beginning 25 February 2002, and terminating on <u>25 February</u>, 2025, unless renewed for an additional period as agreed by the parties or unless terminated sooner as set for the in paragraph <u>4</u> below. In the event that the Employee is terminated, the Employee shall be entitled to compensation as set forth in paragraph 2.
- B. The Town shall notify Employee in writing as to whether or not it wants to renew the Agreement within 90 days of expiration.
- C. In the event the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of this Agreement unless Employee voluntarily resigns.

2. Compensation and review

- A. Employee shall be employed as a full-time non-exempt employee for the Agreement term. Town agrees to pay Employee a base annual salary of \$52,249.60 which shall be subject to cost of living and merit increases annually as determined by the Town.
- B. Each year of the agreement, the Employee will receive a performance evaluation to be used as the basis for merit increases or incentive pay (bonuses) based on achievement of goals identified and agreed upon by the parties each year. The performance evaluation shall be completed at the end of each (calendar/fiscal) year.

C. The Board of Selectmen may award the Employee other merit increases in the form of one-time bonuses or increases to the base salary at its sole discretion.

3. Benefits and leave

- A. Employee shall be entitled to the same medical, disability, life, and dental benefits which are provided to all other Town employees as set forth in the Town's personnel policies.
- B. Employee shall participate in the New Hampshire State Retirement System ("NHRS") with employer contributions as defined and governed by State Statutes and NHRS rules.
- C. Employee shall be entitled to paid holiday, vacation and sick leave as set forth in the Town Personnel Policies. All leave balances accrued by the Employee according to Town policy prior to execution of this Agreement shall be retained by the Employee.
- D. Continued Education/Training: Employee shall be entitled to attend continuing education courses or training within areas relevant to their position as approved by the Department head and subject to availability of funds.

4. Termination

- A. Employee may be terminated for cause prior to the end of the term upon a finding that the employee violated the code of conduct or engaged in conduct prohibited by the Town as defined by Town personnel policies and consistent with Town practice. Upon termination for cause the no benefits set forth in paragraph C shall be payable by Town to Employee.
- B. Employee may terminate this contact for any reason upon reasonable notice. The parties agree that, unless circumstances make such notice impossible, Employee will provide a two week notice of his/her intent to leave. If Employee leaves the position voluntarily, the Town will not be obligated to pay severance as set forth in paragraph C below.
- C. If Town terminates Employee's employment prior to the end of the Agreement term for any reason other than cause, Town agrees to the following separation pay: a lump sum payment equal to six (6) months of Employees base salary at the time of termination (subject to all required withholdings) and, at Employee's election, coverage by Town of the full cost of continued coverage under COBRA at the same level of coverage in effect at the time of termination.
- D. Upon separation, Employee shall receive accrued but unused leave consistent with Town Personnel Policies in effect at the time of separation.
- 5. <u>Indemnification</u>: Consistent with the terms of its coverage through Primex, the Town shall defend, save harmless and indemnify the Employee against any claims or demands or other legal action, whether groundless or otherwise, arising out of the performance of his official duties.

6. General Provisions

- A. <u>Integration</u>: This Agreement sets forth and establishes the entire understanding between the Town and the Employee relating to the employment of Employee by the Town. This Agreement shall be construed as a New Hampshire Agreement and may only be amended in writing, signed by both parties.
- B. <u>Severability</u>: In the event that any covenant, condition, term or restriction contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, in whole or in part, then the remainder of this Agreement shall remain valid and enforceable.
- C. Governing Law: This contact shall be governed by the laws of the State of New Hampshire.

WHEREFORE, This Agreement, upon signature of the parties is effective on the date first entered above.

Town of Middleton Board of Selectmen

, Joseph Varga Chair Board of Selectmen

, Michael Boisvert Board of Selectmen

, Lee Britton Board of Selectmen

Employee

Hunter Roy Employee

Exhibit A

DUTIES AND RESPONSIBILITIES OF POLICE OFFICER

General. Employee shall be responsible for the efficient and economical use of all Police Department equipment. Employee shall report to the Chief of Police utilizing established chain of command, shall exercise all lawful powers of his office as Police Officer and shall carry out such lawful orders as issued to assure the effective performance of the Middleton Police Department.

Law Enforcement. Employee shall be responsible for the equal and fair enforcement of all laws coming within the legal jurisdiction of the Town of Middleton.

Staffing. Employee shall assist the Chief of Police in planning, directing, coordinating, and staffing all activities of the Police Department and Animal Control Department. Employee shall be responsible for assigning, detailing, or transferring any member of the Police Department and Animal Control Department to or from any assignment.

Rules and Regulations. Employee shall be responsible for adhering to all rules, policies, and procedures, general and special orders within the Police Department.

Reports. Employee shall be responsible for the completion and forwarding of such reports as may be required by the Chief of Police.

Public Relations. Employee shall assist in public relations with local citizens, local government and other related or law enforcement agencies.

Police Department Facility and Equipment. Employee shall be responsible for the Police Department facility, property and equipment used by the Police Department. Employee shall be responsible for the efficient and economical use of all equipment.

Training. Employee shall attend required training of the Police Department. Employee shall ensure to have available a copy of the Rules and Regulations for the Police Department for reference.

Department Organization. Employee shall be the front-line face of the police department and as such shall project a professional appearance and deminer.

Employee shall render medical aid up to his/her level of training.

Employee shall perform other duties as assigned by the Chief of Police or Police Sergeant.